

**MODERATELY PRICED DWELLING UNITS  
PAYMENT IN LIEU AGREEMENT**  
ADMINISTERED BY  
FREDERICK COUNTY, MARYLAND  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
5340 Spectrum Drive, Suite A  
Frederick, Maryland 21703

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ (“Applicant”) and FREDERICK COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (“County”).

**RECITALS**

The Applicant has received Planning Commission approval to construct 25 or more dwelling units on \_\_\_\_\_ acres (more or less) of property owned or controlled by Applicant, in the development known as \_\_\_\_\_ (hereinafter “the Development”), located in Frederick County, Maryland, subject to the provisions of Chapter 1-6A of the Frederick County Code, as amended from time to time and regulations promulgated thereunder;

Ordinance No. 11-20-586 amended the provisions of Chapter 1-6A of the Frederick County Code to provide for a payment in lieu option (§1-6A-5.1) to satisfy the requirement to provide moderately priced dwelling units (MPDUs) as part of certain residential developments; and

This Agreement is intended to document the understanding of the parties with respect to the payment in lieu obligations of the Applicant consistent with the provisions of Chapter 6A of the Frederick County Code.

NOW, THEREFORE, in consideration of the mutual promises and benefits provided for herein, the parties hereto agree as follows:

1. Applicant has received Planning Commission approval to construct a total of \_\_\_\_\_ dwelling units in the Development, which, at the time of such approvals required the construction of \_\_\_\_\_ MPDUs.

2. Subsequent to the aforementioned Planning Commission approval, the County adopted Ordinance No. 11-20-586, and in accordance with §1-6A-5.1, Applicant has requested that the County enter into this Agreement as necessary to facilitate a per-dwelling-unit payment in lieu of constructing MPDUs in the Development.

3. In accordance with §1-6A-5.1, the Applicant shall pay to the County a Per Dwelling Unit Payment in Lieu of constructing MPDUs in the Development.

4. The Total Payment in Lieu for all dwelling units approved in the Development shall be \_\_\_\_\_ (\$ \_\_\_\_\_), which is the product of \_\_\_\_\_ MPDU's approved in the Development multiplied by \$17,500.

5. The Per Dwelling Unit Payment in Lieu is \_\_\_\_\_ (\$ \_\_\_\_\_), which is the Total Payment in Lieu divided by the total number of dwelling units approved for the Development. The Per Dwelling Unit Fee shall be paid at submission of each building permit application for the dwelling units in the Development.

6. No failure on the part of the County to exercise, and no delay in exercising, any right or remedy permitted by law or pursuant to this Agreement will operate as a waiver thereof. The County may suspend or revoke any or all building or occupancy permits issued to Applicant for the Development and/or to suspend or deny the issuance of all subsequent permit requests by Applicant for this Development, and/or invoke any other of the enforcement measures authorized by Chapter 6A of the Frederick County Code and Regulations adopted pursuant thereto, for failure to comply with the terms of this Agreement or any requirement of Chapter 6A of the Frederick County Code.

7. A waiver by the County of a specific failure to comply with the terms of this Agreement, must be in writing signed by the County, and shall not be deemed a waiver of any other subsequent failure to comply of similar or different nature.

8. Any notices or documents sent pursuant to this Agreement must be in writing and delivered to:

Frederick County

Director  
Department of Housing and Community Development  
520 North Market Street  
Frederick, Maryland 21701

Applicant

9. This Agreement is binding upon the agents, successors, heirs and assigns of the Applicant and shall inure to the benefit of and be enforceable by the County, its successors and assigns.

10. Applicant agrees to abide by and comply with all applicable laws and regulations regarding the subject matter of this Agreement, whether or not such laws or regulations are herein specifically enumerated or referred to, and Applicant agrees to sign such documents as may be required to effectuate the intent and purpose of this Agreement.

IN WITNESS WHEREOF, the Applicant has caused these presents to be executed by

(Name)\_\_\_\_\_ its (Title)\_\_\_\_\_

and its corporate seal to be affixed.

WITNESS

APPLICANT

\_\_\_\_\_ By \_\_\_\_\_  
Name & Title (Seal)

STATE OF MARYLAND, CITY/COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the  
Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared  
\_\_\_\_\_, who acknowledged her/himself to be the \_\_\_\_\_  
of \_\_\_\_\_, a Maryland \_\_\_\_\_, and that s/he, as such  
officer, being authorized so to do, executed the foregoing Agreement for the purposes therein contained,  
by signing the name of said corporation.

IN WITNESS WHEREOF, I set my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**AFTER RECORDING RETURN TO:**  
**Frederick County Housing and Community Development**  
**5340 Spectrum Drive, Suite A**  
**Frederick MD 21703**

**This instrument has been prepared under the supervision of the undersigned, the Director of Frederick County Housing and Community Development.**

WITNESS

FREDERICK COUNTY, MARYLAND, a body corporate and politic of the State of Maryland

\_\_\_\_\_ By \_\_\_\_\_  
Jennifer Short, Director  
Department of Housing and Community  
Development

REVIEWED BY \_\_\_\_\_  
Office of the County Attorney

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared **Jennifer Short**, Director, Housing and Community Development, Frederick County, Maryland, and did certify that as such officer, she did execute this instrument for the purposes stated herein, and did certify, under penalties of perjury, that she is authorized to execute this instrument on behalf of Frederick County, Maryland.

IN WITNESS WHEREOF, I set my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

CONSENT OF LENDER (if applicable)

\_\_\_\_\_ (Lender), holder of the indebtedness secured by the deed of trust [or mortgage] against the property herein described, recorded in Liber \_\_\_\_\_ at folio \_\_\_\_\_, hereby consents to the terms and conditions of the foregoing Payment in Lieu Agreement, and does hereby further agree that the terms contained herein shall survive any sale under its deed of trust [mortgage], as evidenced by the signature of the undersigned trustee [or officer of corporation] under the above-described deed of trust.

\_\_\_\_\_ [Lender's name]

\_\_\_\_\_  
By: \_\_\_\_\_ [name], Trustee [or Officer]

STATE OF MARYLAND, CITY/COUNTY of \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, Trustee [or Officer], who acknowledged her/himself to be the Trustee, and that s/he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his/her name.

IN WITNESS WHEREOF, I set my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**EXHIBIT A TO MODERATELY PRICED DWELLING UNIT PROGRAM  
PAYMENT IN LIEU AGREEMENT**

***APPLICANT'S ANTICIPATED CONSTRUCTION SCHEDULE***

Development Phase	Number of Dwelling Units	Construction Start	Construction Completion
Total Units			